

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Coll / Coll.	Account	Officer	Initials
\$250,000.00	03-31-2006	01-13-2023					

References in the shaded area are for our use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: JAMES SMITH
LOREE C SMITH
1225 ROXBORO RD
LONGWOOD, FL 327500000

Lender: AmSouth Bank
Springs Plaza Office
125 Wekiva Springs Road
Longwood, FL 32779

CREDIT LIMIT: \$250,000.00

DATE OF AGREEMENT: March 31, 2006

Description of Existing Indebtedness. The undersigned Borrowers are indebted to the Lender under an AmSouth Equity Line of Credit Agreement or an AmSouth Essential Line of Credit Agreement (as applicable) dated JANUARY 13, 2003.

Description of Change In Terms. Your Credit Limit under the Credit Agreement is hereby increased from \$65,000.00 to \$250,000.00. The terms of your Credit Line Account are amended and restated in this Agreement in their entirety. The Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will be determined as provided below. This Agreement is and shall continue to be secured as described under "Collateral" below.

Introduction. This Credit Agreement and Disclosure ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through AmSouth Bank. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean AmSouth Bank. You agree to the following terms and conditions:

Promise to Pay. You promise to pay AmSouth Bank, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which you are responsible under this Agreement or under the "mortgage or deed of trust" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Term. The term of your Credit Line will begin as of the date of this Agreement ("Opening Date") and will continue until January 13, 2023 ("Maturity Date"). All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The draw period of your Credit Line will begin on a date, after the Opening Date, when the Agreement is accepted by us in the State of Florida, following the perfection of the mortgage or deed of trust, and the meeting of all of our other conditions and will continue as follows: The Draw period will continue until the Maturity date. You may obtain credit advances during this period ("Draw Period"). You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew or extend your Credit Line Account.

Minimum Payment. Variable Rate. The payment for the variable rate portion of your Credit Line Account (i.e., the portion of your Credit Line Account which is accruing interest at a variable rate) will be the greater of (a) \$50.00 or (b) a percentage of your outstanding balance as shown below:

Range of Balances

All balances in the variable rate portion of your Credit Line Account

Number of Payments

239

Regular Payment Calculation

1.5% of the outstanding balance of the variable rate portion of your Credit Line Account

Fixed Rate. If you elect to convert all or part of the balance in your Credit Line Account to a fixed rate with a fixed repayment term, the payment for the fixed rate portion of your Credit Line Account will be the amount (computed as of the date a conversion to a fixed rate is posted to your Credit Line Account) that would be required in order to pay the entire fixed rate portion of your Credit Line Account in full in substantially equal payments over the repayment period for the fixed rate portion of your Credit Line Account.

Regular and Minimum Payments. Your "Regular Payment" will be the payment for the variable rate portion of your Credit Line Account plus the payment for the fixed rate portion of your Credit Line Account. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. Your Minimum Payment will be due monthly. The Minimum Payment may not fully repay the principal that is outstanding on your Credit Line, and your final payment may be a single balloon payment.

A change in the ANNUAL PERCENTAGE RATE can cause the balance of the variable rate portion of your Credit Line Account to be repaid more quickly or more slowly. When rates decrease, less interest is due on the variable rate portion of your Credit Line Account, so more of the payment repays the principal balance. When rates increase, more interest is due on the variable rate portion of your Credit Line Account, so less of the payment repays the principal balance. If this happens, your final payment may be increased. Each time the ANNUAL PERCENTAGE RATE increases, we will check to see if your payment for the variable rate portion of your Credit Line Account is sufficient to pay the interest due on that portion of your Credit Line Account. If it is not, your payment for the variable rate portion of your Credit Line Account may be increased by an amount sufficient to cover all accrued FINANCE CHARGES.

In any event, if the balance of your Credit Line Account falls below \$50.00, you agree to pay your balance in full. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

Balloon Payment. Your Credit Line Account is payable in full upon maturity in a single balloon payment. You must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you the money. If you refinance the balloon, you may have to pay some or all of the closing costs normally associated with a new credit line account, even if you obtain refinancing from us.

How Your Payments Are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied to the amounts due under this Agreement in the following order: (a) first to any payment due on the fixed rate portion(s) of your Credit Line Account; (b) then to any finance charge included in the previous balance; (c) then to any miscellaneous fees (such as late fees and insurance premiums) included in your previous balance; (d) then to any remaining promotional balance(s); (e) then to any remaining portion of your previous balance on the variable rate portion of your Account; (f) then to any credit advances and other debits posted during the billing cycle; (g) then to any finance charge accrued during the billing cycle; and (h) then to any remaining portion of the balance on the fixed rate portion(s) of your Account in the order in which such balances posted to your Account if you have more than one such balance.

Receipt of Payments. All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to 11:00 a.m. Central Standard Time on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

Credit Limit. This Agreement covers a revolving line of credit for the principal amount of Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00), which will be your "Credit Limit" under this Agreement. During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you.

Charges to your Credit Line. We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement, the mortgage or deed of trust or any other document related to your Credit Line. In addition, we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the mortgage or deed of trust for this transaction. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your property. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your property. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT
(Continued)

Page 2

Credit Advances. After the Effective Disbursement Date of this Agreement, you may obtain credit advances under your Credit Line as follows:

Credit Line Checks. Writing a preprinted "EssentialLine Check" that we will supply to you.

Telephone Request. Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

Overdrafts. Writing a check on your designated checking account with us in excess of the available collected balance in the account.

Requests in Person. Requesting a credit advance in person at any of our authorized locations.

Credit Card Access. Using your "Platinum MasterCard or VISA Platinum Card" to receive cash advances or to make purchases.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

Limitations on the Use of Checks. We reserve the right not to honor EssentialLine Checks in the following circumstances:

Credit Limit Violation. Your Credit Limit has been or would be exceeded by paying the EssentialLine Check.

Post-dated Checks. Your EssentialLine Check is post-dated. If a post-dated EssentialLine Check is paid and as a result any other check is returned or not paid, we are not responsible.

Stolen Checks. Your EssentialLine Checks have been reported lost or stolen.

Unauthorized Signatures. Your EssentialLine Check is not signed by an "Authorized Signer" as defined below.

Termination or Suspension. Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the EssentialLine Check.

If we pay any EssentialLine Check under these conditions, you must repay us, subject to applicable laws, for the amount of the EssentialLine Check. The EssentialLine Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return EssentialLine Checks along with your periodic billing statements; however, your use of each EssentialLine Check will be reflected on your periodic statement as a credit advance. We do not "certify" EssentialLine Checks drawn on your Credit Line.

Limitations on the Use of Credit Cards. We reserve the right not to honor Platinum MasterCard or VISA Platinum Cards in the following circumstances:

Credit Limit Violation. Your Credit Limit has been or would be exceeded by paying the Platinum MasterCard or VISA Platinum Card charge.

Stolen Credit Cards. Your Platinum MasterCard or VISA Platinum Cards have been reported lost or stolen.

Unauthorized Signatures. Your Platinum MasterCard or VISA Platinum Card is not used by an "Authorized Signer" as defined below.

Termination or Suspension. Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Credit Line charge.

Other Restriction. The maximum dollar amount of advances that you may obtain per business day by using your Card in an ATM is \$300.00. As used in this Agreement, a business day is any day except Saturday, Sunday or any holiday on which we are closed.

If we pay any advance requested by use of the Platinum MasterCard or VISA Platinum Card under these conditions, you must repay us, subject to applicable laws, for the amount of the advance. The advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Your use of the Platinum MasterCard or VISA Platinum Card will be reflected on your periodic statement as a credit advance.

Transaction Requirements. The following transaction limitations will apply to the use of your Credit Line:

Telephone Request, Overdraft and In Person Request Limitations. The following transaction limitations will apply to your Credit Line and requesting an advance by telephone, writing a check in excess of your checking account balance and requesting an advance in person.

Other Transaction Requirements. We reserve the right not to honor telephone requests, overdraft protection requests and in-person requests for advances in the following circumstances: your Credit Limit has been or would be exceeded by making the advance; your Platinum MasterCards or EssentialLine Checks have been reported lost or stolen; your Credit Line has been terminated as provided in this Agreement or could be if we made the advance. Advances made by overdraft protection will be made in minimum increments of \$100.00.

If we pay any advance under any of the conditions set out above, you must repay us, subject to applicable laws, for the amount of the advance. The advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a requested advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Advances made by telephone request, overdraft protection or in-person request will be reflected on your periodic statement as cash advances.

If you have designated a checking account for which your Credit Line Account will provide protection against overdrafts, you understand and acknowledge that anyone who is authorized to make withdrawals from the checking account may access your Credit Line Account by making withdrawals from the checking account in excess of the available collected balance in the checking account.

Credit Card Limitations. The following transaction limitations will apply to your Credit Line and using a Credit Card.

Maximum Amount Per Period. The maximum dollar amount of advances that you may obtain per day is \$10,000.00.

Maximum Amount Per Advance. The maximum amount of any credit advance that can be made on your Credit Line is \$10,000.00.

Credit Line EssentialLine Check Limitations. There are no transaction limitations for the writing of EssentialLine Checks.

Authorized Signers. The words "Authorized Signer" on EssentialLine Checks and Platinum MasterCard or VISA Platinum Cards as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

Lost EssentialLine Checks and Platinum MasterCard or VISA Platinum Cards. If you lose your EssentialLine Checks or Platinum MasterCard or VISA Platinum Cards or if someone is using them without your permission, you agree to let us know immediately. You can notify us at our address shown at the beginning of this Agreement.

Liability for Unauthorized VISA Credit Card Transactions. Tell us AT ONCE if you believe your Visa credit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your credit card with the Visa logo when it is used as a Visa credit card to access this Credit Line will not exceed zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa credit card transactions.

These provisions limiting your liability do not apply to Visa commercial cards or Visa PLUS ATM transactions; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account or credit card. The same consumer liability limits shall apply to Interlink Transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call us at (800) 231-7493 or write to us at Unauthorized Use Address P.O. Box 216, Birmingham, AL 35201. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

Liability For Unauthorized MasterCard Credit Card Transactions. Your liability for unauthorized use of your credit card with the MasterCard logo when it is used as a MasterCard credit card to access your Credit Line will not exceed: (A) Zero dollars (\$0.00) if the conditions set forth below have been met, or (B) If those conditions have not been met, the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if you can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (1) you have not reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and (2) your account is in good standing.

These consumer liability limits apply only to United States issued MasterCard branded consumer cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law.

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT

(Continued)

Page 3

"Unauthorized Use" means the use of your credit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and for which you receive no benefit. To notify us of lost or stolen cards, or of unauthorized transactions, call us at (800) 231-7493 or write to us at Unauthorized Use Address P.O. Box 216, Birmingham, AL 35201. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard International Incorporated.

Liability For Unauthorized Use. You will not be liable for unauthorized use of your Visa access device if you notify us or our designee at Unauthorized Use Address P.O. Box 216, Birmingham, AL 35201, (800) 231-7493, orally or in writing, of the loss, theft, or possible unauthorized use.

If you use an access card which debits a checking account (or other consumer asset account) but also draws on an overdraft line of credit, Regulation E provisions apply, as well as sections 226.13(d) and (g) of Regulation Z. In such a transaction, you might be liable for up to \$50.00 under Regulation Z. Also, you might be liable for \$50.00, \$500.00, or an unlimited amount under Regulation E, or a lesser amount under applicable state law. Please refer to your electronic fund transfers disclosure for liability limitations and error-resolution procedures for transactions covered by the federal Electronic Fund Transfers Act.

Future Credit Line Services. Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

Collateral. You acknowledge this Agreement is secured by the following collateral described in the security instrument listed herein: a Mortgage or Deed of Trust to a trustee in favor of us on real property located in VOLUSIA County, State of Florida.

Insurance. You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the mortgage or deed of trust, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accrue. Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A monthly FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "average daily balance" method. We calculate your average daily balance by adding your closing daily balances during the billing cycle and dividing the result by the number of days in that cycle. We compute your closing daily balances by starting with the previous balance (which is the same as the new balance shown on your last periodic statement), less any periodic finance charge, any other finance charges and any late charge included on that statement. We add EssentialLine Checks and other debits (except for purchases made by using your Card) to that balance as of the day we post them. We add purchases made by using your Card as of the transaction date. We subtract any payments and credits for the Account as of the day we post them.

Method of Determining the Amount of FINANCE CHARGE. Any FINANCE CHARGE is determined by applying the monthly "Periodic Rate" to the balance described herein. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

You also agree to pay FINANCE CHARGES, not calculated by applying a Periodic Rate, as set forth below:

Inactivity Fee. You will be charged an inactivity fee of \$50.00 if the Credit Line is not accessed. This fee will be charged as follows: If you do not obtain at least one credit advance under your Credit Line Account per year, we will impose an annual nonrefundable charge in the amount of \$50 for establishing and maintaining your Credit Line Account. We will assess this charge on during the thirteenth (13th) month after the opening of your Credit Line Account and every twelfth (12th) month thereafter if you have not obtained at least one credit advance during the twelve immediately preceding billing cycles.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. We start with an independent index which is the Prime Rate as published in the Wall Street Journal (the "Index"). We will use the most recent index value available to us as of the date of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of this Credit Line Account, we may designate a substitute index after notice to you. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by 12 (monthly). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by 12 (monthly). This result is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect monthly on the first day of your billing cycle. In no event will the corresponding ANNUAL PERCENTAGE RATE be more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 7.500% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

Current Rates for the First Payment Stream

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Monthly Periodic Rate
All Balances	1.750%	9.250%	0.77083%

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds. No matter what else may be stated in any other provision of this Agreement or in any other document you may have with us, you do not agree or intend to pay, and we do not agree or intend to charge any interest or fee for the Credit Agreement and Disclosure which would in any way cause us to contract for, charge or collect more for the Credit Line Account than the maximum we would be permitted to charge or collect by any applicable federal or Florida state law. Any such excess interest or unauthorized fee will be applied first to reduce the unpaid principal balance of the Credit Line Account, and when the principal has been paid in full, be refunded to you.

Conversion Option. This Agreement contains an option to convert the interest rate from a variable rate with interest rate limits to a fixed rate as calculated below. The following information is representative of conversion features recently offered by us.

ANNUAL PERCENTAGE RATE Increase. Your ANNUAL PERCENTAGE RATE may increase if you exercise this option to convert to a fixed rate.

Conversion Periods. You can exercise the option to convert to a fixed rate only during the following period or periods: At any time prior to three years before the Maturity Date.

Conversion Fees. You will be required to pay the following fees at the time of conversion to a fixed rate: A FINANCE CHARGE of \$100.00.

Rate Determination. The fixed rate will be determined as follows: The ANNUAL PERCENTAGE RATE on the balance converted to a fixed rate will be the ANNUAL PERCENTAGE RATE as determined under "Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE" above on the date you exercise your conversion option plus an additional margin of:

- 0.90% if you select a 3 year repayment term;
- 1.30% if you select a 5 year repayment term;
- 2.00% if you select a 10 year repayment term; or
- 2.70% if you select a 15 year repayment term;

but the ANNUAL PERCENTAGE RATE will not be less than 6% unless we agree to a lower ANNUAL PERCENTAGE RATE. To determine the Periodic Rate that will apply to the balance converted to a fixed rate, we take the value of the Index plus the margin (but not less than 6%), then divide by 12 (monthly). To obtain the ANNUAL PERCENTAGE RATE, we multiply the Periodic Rate by 12 (monthly). This result

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT
(Continued)

Page 4

is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

Conversion Rules. You can convert to a fixed rate only during the period or periods described above. In addition, the following rules apply to the conversion option under this Agreement: You may convert all or part of the balance in your Credit Line Account which is accruing interest at a variable rate to a fixed rate with a fixed repayment term. You may also direct that an advance be converted to a fixed rate any time you obtain an advance in person from any of our branches. You may not convert to a fixed rate by using your Special Checks, your Card, an ATM terminal or an ATM Network terminal, or a transfer under Overdraft Protection. If the variable rate Annual Percentage Rate on your Account exceeds the Maximum Rate, you will not be permitted to convert any part of the balance or to post an advance at a fixed rate at that time. Nor will you be permitted to convert any part of the balance in your Credit Line Account which is accruing interest at a fixed rate to another fixed rate. You may have no more than 10 fixed rate balances outstanding under your Credit Line Account at any one time.

The fixed rate portion of your Credit Line Account will have a fixed monthly payment for a fixed period of repayment of either 3, 5, 10 or 15 years; provided that the repayment term of the fixed rate portion of your Credit Line Account may not extend beyond the Maturity Date. If you request a repayment period for the fixed rate portion of your Credit Line Account which extends beyond the Maturity Date, your request to convert to a fixed rate will not be granted. If less than 3 years remains until the Maturity Date at the time we receive your Fixed Rate Request, we will not allow the conversion to occur or the advance to post at a fixed rate.

To convert all or part of the balance to a fixed rate, you must sign and give to us a request in writing on a form provided by us (a "Fixed Rate Request"), and the Fixed Rate Request must include the amount to be posted to the fixed rate portion of your Credit Line Account and the repayment period you desire. The minimum amount that you may convert to a fixed rate is \$5,000. The maximum amount that you may convert to a fixed rate is an amount equal to the credit limit for your Credit Line Account minus any other fixed rate balance(s) and any amount that will remain at a variable rate after the conversion to a fixed rate. In no event may the total of your fixed and variable rate balance(s) exceed your Credit Limit.

It may take as long as five business days to process your request to convert to a fixed rate. During that processing time, the balance being converted to a fixed rate will continue to accrue interest at a variable rate and any advance you obtain will initially post to your Credit Line Account at a variable rate and will then be converted to a fixed rate. If the conversion to a fixed rate occurs during a billing cycle, your fixed rate payment for the remainder of that billing cycle will consist of the amount of your accrued FINANCE CHARGES on the outstanding balance of the fixed rate portion of your Credit Line Account. Your full fixed rate payments, calculated as described in the following paragraph, and your fixed rate repayment period will begin with the next full billing cycle.

The payment due for the fixed rate portion of your Credit Line Account will be the amount (computed as of the date a conversion to a fixed rate is posted to your Credit Line Account) that would be required in order to pay the entire fixed rate portion of your Credit Line Account in full in substantially equal payments over the repayment period for the fixed rate portion of your Credit Line Account. If you make all payments due on the fixed rate portion of your Credit Line Account when they are due, you will repay substantially all of the fixed rate portion of your Credit Line Account in substantially equal payments by the end of the repayment term for the fixed rate portion of your Credit Line Account. Any remaining balance in the fixed rate portion of your Account at the end of the repayment period for the fixed rate portion of your Credit Line Account will automatically be added back to the variable rate portion of your Credit Line Account.

Conditions Under Which Other Charges May Be Imposed. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Returned Items. You may be charged \$15.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Late Charge. Your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late, we may charge you 5% of the payment amount, with a minimum of \$29.00 and a maximum of \$100.00.

Prepayment Penalty. If you pay your Credit Line balance in full, you may have to pay a prepayment penalty of:

(a) If you terminate your Credit Line Account during the first three years after the date of the Original Agreement, for any reason other than your sale of the Property, a prepayment penalty will be imposed as follows: during the first year the prepayment penalty will be \$300.00; during the second year the prepayment penalty will be \$200.00; and during the third year the prepayment penalty will be \$100.00.

(b) In addition to the prepayment penalty as provided in paragraph (a) above, you may have to pay an additional prepayment penalty of \$750.00 (the costs incurred by Lender in connection with this increase in your Credit Limit). Lender has agreed to pay all or part of the costs incurred in connection with this increase in your Credit Limit if, but only if, you do not request to terminate your Credit Line within ninety (90) days from the Opening Date. If you request to terminate your Credit Line within ninety (90) days from the Opening Date, Lender may charge or debit your Credit Line Account for all, or so much as Lender may elect, of the costs paid by Lender in connection with this increase in your Credit Limit.

Lender's Rights. Under this Agreement, we have the following rights:

Termination and Acceleration. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen: (1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Agreement. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Agreement. (3) Your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your property declines significantly below the property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any comaker. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than one hundred twenty percent (120%) of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

Change in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

Collection Costs. We may hire or pay someone else to help collect this Agreement if you do not pay. You will pay us the amount of these costs and expenses, which includes, subject to any limits under applicable law, our reasonable attorneys' fees and our legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT
(Continued)

Page 5

Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all EssentialLine Checks and any other access devices. Any use of EssentialLine Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of EssentialLine Checks or other Credit Line access devices not returned to us.

Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

Cancellation by you. If you cancel your right to credit advances under this Agreement, you must notify us and return all EssentialLine Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

Prepayment. You may prepay all or any amount owing under this Credit Line at any time, except we will be entitled to receive the prepayment penalty as stated above and to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. You agree not to send us payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: AmSouth Bank, P.O. BOX 216 Birmingham, AL 35201.

Notices. All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

Credit Information and Related Matters. You authorize us to release information about you to third parties as described in our privacy policy and our Fair Credit Reporting Act notice, provided you did not opt out of the applicable policy, or as permitted by law. You agree that, upon our request, you will provide us with a current financial statement, a new credit application, or both, on forms provided by us. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense.

Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person, and to assign our rights under the mortgage or deed of trust. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives. Upon any such sale or transfer, we will have no further obligation to provide you with credit advances or to perform any other obligation under this Agreement.

Tax Consequences. You understand that neither we, nor any of our employees or agents, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax advisor for guidance on this subject.

Notify Us of Inaccurate Information We Report To Consumer Reporting Agencies. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracies should be sent to us at the following address: Credit Information Department AmSouth Bank P.O. Box 830721 Birmingham, AL 35283.

Jury Waiver. We and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either us or you against the other.

Prohibited Uses. You agree not to use any Credit Line credit advances to make payments on your Credit Line. You further agree not to use any Credit Line credit advances to finance or refinance the purchase of a one-to-four family dwelling, if the advances are secured by a lien on that dwelling.

Restrictions on Advances. Neither your Card nor the Special Checks may be used for any illegal transactions. We reserve the right to decline to authorize transactions that are or may be illegal or questionable.

Right of Rescission. You may be entitled to a three day Right of Rescission under the Federal Truth in Lending Act and Regulation Z where your Credit Line Account is secured by a Mortgage on real estate that is your principal dwelling. If this is the case, we may refuse to make credit advances to you until this three day Right of Rescission has expired. In the event that you subsequently request an increase in your credit limit, you agree to sign any additional security agreements that are necessary in our opinion to extend our security interest in your real estate that is your principal dwelling to include the additional amounts authorized under your Credit Line Account. Under such circumstances, you may be entitled to an additional three day Right of Rescission, which will only affect the enlargement of our security interest in your real estate that is your principal dwelling, to secure additional authorized credit amounts. We may reasonably refuse to make additional credit advances to you above your previous credit limit until this additional Right of Rescission period has expired.

Foreign Currency Conversion. If you effect a transaction with your MasterCard card in a currency other than U.S. Dollars, MasterCard International Incorporated will convert the charge into a U.S. Dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

If you use your VISA Platinum Card for transactions made in currencies other than U.S. Dollars, the transactions will be converted to U.S. Dollars under the regulations established by VISA then in effect and may include fees charged directly by VISA. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. The exchange rate between the transaction currency and the billing currency is either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date.

Lesser Action. If an event occurs that would allow us to terminate and accelerate all amounts you owe us under your Account, we may initially elect to take lesser action, such as prohibiting additional advances, reducing your credit limit, or changing the terms of this Agreement by increasing your Annual Percentage and Daily Periodic Rates, Minimum Payment or collateral requirements. If we choose to take such lesser action initially, we reserve the right to terminate and accelerate all amounts due under your Account, regardless of whether any additional events have occurred which would permit termination and acceleration.

Existing Indebtedness. You agree not to request additional funds or credit advances from any creditor which may hold a prior lien that contains a "dragnet", "future advance" or similar clause in any mortgage, security deed, deed of trust, deed to secure debt or other security instrument upon the Property securing this Agreement.

Defense Costs. In addition to the costs and expenses I have agreed to pay under "Collection Costs" above, I will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation or counterclaim I may make against Lender. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

Set-Off. In the event I default, Lender may, under applicable law, have the right to apply any accounts I have with Lender to any of my debts to Lender.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to (1) your business relationship with us; (2) the performance, interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Agreement; (3) any charge or cost incurred pursuant to this Agreement; (4) the collection of any amounts due under this Agreement; (5) any alleged tort or other claim arising out of or relating in any way to this Agreement, collateral under this Agreement, any account established pursuant to this Agreement, or any insurance or mechanical repair contract purchased pursuant to or in connection with this Agreement; (6) any breach of any provision of this Agreement; (7) any statement or representation made to you by or on behalf of us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement or any assignment of this Agreement, or any relationship created by or resulting from this Agreement, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving our officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against us in a single arbitration proceeding.

Administration and Rules. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes (collectively, the

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT

(Continued)

Page 6

"Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement will control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol will control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll-free) or at www.adr.org.

Arbitration Fees and Costs. If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to your Claim or Counterclaim, and if your Claim or Counterclaim for actual damages does not exceed \$10,000, you will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If your Claim or Counterclaim for actual damages exceeds \$10,000 but does not exceed \$75,000, you will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For such Claims or Counterclaims that do not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your claim or counterclaim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim or counterclaim, or if it is not a consumer-related claim or counterclaim, you will be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related claim or counterclaim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)'s fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your claim or counterclaim will apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Arbitrator(s). The arbitration of any Claim or any counter-Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any Counter-Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

No Joinder of Claims; No Class Claims. Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. The validity and effect of this provision of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not by the arbitrator(s).

Limitations, Defenses and Privileges. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

Location of Hearing. Any in-person arbitration hearing will be held in Birmingham, Alabama, where our main office is located, or in the county and state where this Agreement was executed if we have an office in that state.

Scope. Except as otherwise expressly provided in this agreement to arbitrate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Agreement, will be decided by the arbitrator(s).

Exchange of Information. The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

Expedited Procedures. The Expedited Procedures of the Arbitration Rules shall apply in any dispute where no claim or counterclaim exceeds \$75,000, exclusive of interest and arbitration fees and costs.

Award. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Self-Help Remedies and Small Claims Court. This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage, deed of trust, security deed or similar instrument or document, with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. The taking of any of the actions described in the preceding sentence by you or us or the filing of a court action by you or us shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This agreement to arbitrate does not limit your or our right to file an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Transaction Involving Commerce. You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that: we are a multi-state banking organization engaged in interstate banking; our deposits are federally insured; the funds used to fund loans such as this one are obtained, at least in part, through interstate commerce; and we regularly use the services of businesses located in other states in making and administering loans and in conducting other transactions.

Severability. Except as provided in the following sentence, if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. If the prohibition against joinder of claims and class actions, or any portion thereof, is held to be invalid or unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

Survival of Arbitration Agreement. This agreement to arbitrate disputes will survive the closing of your account and the termination of this Agreement.

Waiver of Right to Jury Trial. WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

NOTICE: This agreement to arbitrate disputes limits or waives certain of your rights. With respect to Claims you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action, and you are waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. You cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.

Reinstatement of Credit Privileges. If we have suspended your credit privileges by suspending additional extensions of credit or reducing your Credit Limit as permitted under "Suspension or Reduction" under "Lender's Rights" above, you may be entitled to have those credit privileges reinstated. To obtain the reinstatement of those credit privileges, you must request such reinstatement in writing and pay any costs or expenses we may incur in investigating whether or not such credit privileges are due to be reinstated. If, during the period during which your credit privileges are suspended, another event described in either "Termination and Acceleration" or "Suspension or Reduction" above occurs, we will have the rights specified for the occurrence of such event, and we will not be obligated to reinstate your credit privileges as described in this paragraph.

Stopping Payment on EssentialLine Checks. If you want to stop payment on an EssentialLine check, you may do so by calling us at 1-800-231-7493. You must tell us the number of your Credit Line Account, the party to whom you wrote the EssentialLine Check, and the date, number and amount of the EssentialLine Check. If you do not contact us at least two (2) hours before we receive an EssentialLine Check, we may not be able to stop payment on it. If you choose to stop payment on any EssentialLine Check, you agree to pay our standard fee then in effect for stopping payment on a check.

Limits on our Responsibility. If we refuse to honor your Card or one of your EssentialLine Checks for any reason beyond our control, such as electronic, telephonic or computer malfunction, we will not be legally responsible to you in any way or any other request for an advance under your Credit Line. We will not be legally responsible if anyone else refuses to honor your Card or to accept an EssentialLine Check for any reason whatsoever. This Agreement does not affect your rights under the Federal Truth in Lending Act. However, if that Act does not give you the right to withhold payment from us or to use a particular claim or defense against us in connection with property or services purchased with your Card or an EssentialLine Check, you agree not to withhold payment or to use the claims or defense and that we are not responsible for the property or services. You also agree that we may make any adjustments or refunds by crediting your Credit Line Account.

Suspicious Activity. You agree that you will not act in any manner that may cause us to reasonably believe that you have engaged in, or that

CREDIT AGREEMENT AND DISCLOSURE CHANGE IN TERMS AGREEMENT
(Continued)

Page 7

you intend to engage in, any suspicious activity as described in or contemplated under the Bank Secrecy Act, the USA Patriot Act, or any other similar or related law, whether now or hereafter in effect, or under any regulation issued pursuant to any such law. Further, you agree that if your name (or a derivation thereof) appears on a list of suspects issued to financial institutions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, the Federal Reserve Board, or any other governmental entity or agency, then you will be conclusively presumed to have acted in a manner that would cause us to reasonably believe that you have engaged in, or that you intend to engage in, such suspicious activity. You acknowledge and agree that your obligations under this paragraph constitute some of your "material obligations" of this Credit Line Account as provided under subsection (3) under "Suspension or Reduction" under "Lender's Rights" above.

Governing Law. This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by us in the State of Florida.

Choice of Venue. If there is a lawsuit, you agree upon our request to submit to the jurisdiction of the courts of Seminole County, State of Florida.

Garnishment. You consent to the issuance of a continuing writ of garnishment or attachment against your disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of us.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. You agree that this Agreement, together with the mortgage or deed of trust, is the best evidence of your agreements with us. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the mortgage or deed of trust or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.

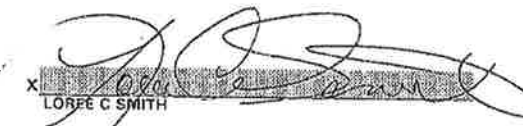
Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Continuing Validity. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by us to this Agreement does not waive our right to strict performance of the obligation(s) as changed, nor obligate us to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of us to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by us in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to us that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

Acknowledgment. You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement.

BORROWER:

X 
JAMES SMITH

X 
LOREE C SMITH

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Lender can collect this debt from you without first trying to collect from the borrower. The Lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

Florida Documentary Stamp Tax

Florida documentary stamp tax in the amount required by law has been paid with respect to this Agreement on the Modification of Mortgage securing this Agreement.

